

EXHIBIT A

HERMINE BYFIELD
BYFIELD vs HEALTHCARE REVENUE

September 29, 2021

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HERMINE BYFIELD,)
 Plaintiff,) Civil Action
)
 vs.) No. 2:18-CV-00243-PBT
)
 HEALTHCARE REVENUE RECOVERY)
 GROUP, LLC; and DOES 1 through)
 10, inclusive,)
 Defendants.)

HERMINE BYFIELD

Remote videotaped videoconference
 deposition of Hermine Byfield taken in the above
 matter on Wednesday, September 29, 2021, with the
 witness participating via videoconference while
 physically located at Kalikhman & Rayz, LLC, 1051
 County Line Road, Suite A, Huntingdon Valley, PA
 19006, commencing at 10:30 a.m.

Stenographically recorded and
 transcribed by Lisa Taylor, Registered Professional
 Reporter and notary public (participating via
 videoconference).

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A P P E A R A N C E S

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1 (Remote videotaped videoconference
2 deposition commences, 10:30 a.m.)

3 - - -

4 (It was stipulated and agreed by and
5 between counsel for the respective parties
6 that the court reporter may remotely
7 administer an oath/affirmation to the
8 witness.

9 It was stipulated and agreed by and
10 between counsel for the respective parties
11 that the witness will read and sign the
12 deposition and that the sealing and filing of
13 the deposition shall be waived.

14 It was further stipulated and agreed
15 by and between counsel for the respective
16 parties that all objections, except as to the
17 form of the question, be waived until the
18 time of trial.)

19 - - -

20 VIDEOGRAPHER: Good morning. We're
21 now on the record. The time is now
22 10:30 a.m. on Wednesday, September 29, 2021.

23 This begins the videotaped deposition
24 of Hermine Byfield taken in the matter of
25 Hermine Byfield versus Healthcare Revenue

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1 Recovery Group, LLC, et al., filed in the
2 United States District Court for the Eastern
3 District of Pennsylvania, the case number of
4 which is 2:18-CV-00243-PBT.

5 The videographer today is Randy
6 Wright. The court reporter today is Lisa
7 Taylor. We are both representing Esquire
8 Deposition Solutions.

9 Counsel, will you please announce your
10 name and whom you represent, after which the
11 court reporter will swear in the witness.

12 MR. JONES: Good morning. Cecil Jones
13 representing the Defendant, Healthcare
14 Revenue Recovery Group.

15 MR. RAYZ: Good morning. Eric Rayz --

16 THE WITNESS: Good morning. Oh.

17 MR. RAYZ: -- representing Hermine
18 Byfield.

19 (HERMINE BYFIELD was called and having
20 been duly sworn, was examined and
21 testified as follows:)

EXAMINATION

22
23 BY MR. JONES:

24 Q. Good morning, Ms. Byfield. As I
25 introduced myself, my name is Cecil Jones. I

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1 represent one of the defendants in the case,
2 Healthcare Revenue Recovery Group. For the
3 deposition, I'll may refer to my client as "HRRG."
4 Do you understand that's -- I'm referring to
5 Healthcare Revenue Recovery Group?

6 A. Yes. Good morning. Um-hum.

7 Q. Okay. Have you ever given a
8 deposition before?

9 A. Yes, um-hum.

10 Q. Okay. Can you just state your name
11 for the record?

12 A. Hermine Byfield.

13 Q. Okay. And although you've given a
14 deposition before, I'm just going to go over some
15 instructions just so we're on the same page for
16 today's proceedings.

17 So you're testifying under oath. I'm
18 going to ask you questions, and just testify
19 truthfully to the best of your ability.

20 As the court reporter reminded us,
21 we're conducting today's deposition remotely via
22 Zoom, and so it's very important that during the
23 course of the deposition that we allow one another
24 to finish our complete sentences before the other
25 person starts to talk. So if you can allow me to

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1 finish my entire question and then you can give a
2 response. Otherwise, the mikes cut out and the
3 court reporter will have difficulty typing
4 everything down. Do you understand that?

5 A. Yes, um-hum.

6 Q. Okay. And we just want you to testify
7 to the best of your ability. If I ask you a
8 question, you don't understand it or you're not able
9 to hear me properly, let me know. I'll either --
10 I'll try to restate or rephrase the question.

11 If you do give a response, I'll just
12 assume that you understood the question that I
13 asked. Okay?

14 A. Okay.

15 Q. You also have to give -- make sure
16 you're giving verbal responses like you've been
17 doing. So "yes" or "no." You can't shake your head
18 or say "um-hum" or "un-nuh," because the court
19 reporter can't interpret that.

20 If you don't know the answer to a
21 question, it's perfectly acceptable to say "I don't
22 know" or you don't recall. We don't want you to
23 guess or speculate.

24 If you are giving, like, an
25 approximation or an estimate, just let us know that

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1 you're doing that. Okay?

2 I don't think that we'll be terribly
3 long today. If at some point you need to take a
4 break, you just let us know. We'll be glad to
5 accommodate you. And just ask if we can answer --
6 if you can answer the question, if there's one
7 pending, before we take the break, and then we'll
8 come back on the record. Okay?

9 A. Okay. Yes, um-hum.

10 Q. Okay. Is there anything -- you know,
11 are you taking any medication or anything like that
12 that you think will affect your ability to testify
13 truthfully today?

14 A. No.

15 Q. Okay. And did you do anything to
16 prepare for today's deposition other than meet --
17 perhaps meet with your attorney?

18 A. That's it, yes.

19 Q. Okay. Okay. Can you give me your
20 current address?

21 A. My -- 1126 Englewood Street,
22 Philadelphia, PA 19111.

23 Q. Okay. And how long have you lived at
24 that address?

25 A. About two and a half years now.

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1 Q. Okay. And did you at some point in
2 time live at 9200 Bustleton Avenue, Apartment 405 in
3 Philadelphia?

4 A. Yes, um-hum.

5 Q. Okay. Were you residing at that
6 address at the time of the auto accident you were
7 involved in on November 2, 2015?

8 A. Yes.

9 Q. Okay. How long did you live at that
10 address?

11 A. I think it was one year.

12 Q. Okay. And had -- did you ever reside
13 at 6605 Oakland Street, Philadelphia, PA?

14 A. Yes.

15 Q. Okay. And how long did you live at
16 that address?

17 A. It's a year and a half.

18 Q. Okay. Did you live at any other
19 addresses other than the three you've listed since
20 the auto accident in 2015?

21 A. Yes.

22 Q. Okay. Can you give me those
23 addresses?

24 A. At 3017 Cottman Avenue, Philadelphia,
25 PA. ZIP, 1911 -- 19149.

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1 Q. Okay. How long did you live there?

2 A. For a year.

3 Q. Okay. Anywhere else that you have
4 resided during -- since the auto accident?

5 A. Yes. But I totally forgot the -- the
6 one after Cottman, but I moved from there back to
7 Bustleton, which is 9200 Bustleton Avenue, and then
8 from Bustleton to where I'm residing right now.

9 Q. Okay. And are you married?

10 A. Could you repeat that?

11 Q. Are you married?

12 A. No. I'm single, um-hum.

13 Q. Okay. Do you have any children?

14 A. Four.

15 Q. Okay. And how old are they?

16 A. Thirty-one, 24, 21, and 17.

17 Q. Okay. Did any of your children reside
18 with you?

19 A. Only the 17-year-old. She's in
20 school. Senior.

21 Q. Okay. And can you give me your date
22 of birth?

23 A. October 10, 1967.

24 Q. Okay. And can you just describe for
25 me generally your educational background?

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1 A. I graduated from high school.

2 Q. Okay. When did you graduate from high
3 school?

4 A. 1985.

5 Q. Okay. And have you had any other
6 education since graduating from high school, like
7 college or other types of schooling?

8 A. I was attending Jamaica School of
9 Business in 1988, but I had to stop because of the
10 hurricane.

11 Q. Okay.

12 A. And when I came here, I went to -- I
13 did my class for -- my certification for nursing
14 assistants.

15 Q. Okay. And are you from Jamaica
16 originally?

17 A. Yes, I am.

18 Q. When did you move to the United
19 States?

20 A. 1992.

21 Q. Okay. And are you currently employed?

22 A. Yes, I am.

23 Q. Where are you employed?

24 A. Einstein Hospital.

25 Q. Okay. And what do you do at Einstein?

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1 A. I'm a CNA, certified nursing
2 assistant, working with brain-injured patient.

3 Q. Okay. And how long have you worked at
4 Einstein?

5 A. Five years now. Still present.

6 Q. Now, you were involved in an auto
7 accident on November 2, 2015, in Philadelphia
8 County; is that correct?

9 A. Yes.

10 Q. Okay. And my understanding is that
11 accident occurred at the intersection of Bustleton
12 and Solly Avenues.

13 A. That's correct, yes.

14 Q. Okay. Can you just generally describe
15 for me what happened?

16 A. Yeah. I was on -- I was at the gym,
17 on my way back from the gym, going home to 9200
18 Bustleton, driving on the right side, going towards
19 my house.

20 The opposite car coming from the other
21 end, which is on the -- the left-hand side, facing
22 me, driving right -- as soon as I reached the
23 intersection between Bustleton and Solly, all I
24 could see: The car slide over, coming head-on right
25 into me. That's all -- all I could say, "Lord have

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1 mercy," and closed my eyes and the impact happened.

2 Q. Okay. And you were driving the
3 vehicle at the time?

4 A. Yeah, yes.

5 Q. Okay. Did you have any passengers?

6 A. No. It was -- I was by myself.

7 Q. And was the vehicle you were driving a
8 2014 Nissan Rogue?

9 A. That's correct, yes.

10 Q. Okay. And the other driver, was her
11 name Desirae Schullere Douglas?

12 A. I think so. I don't remember quite
13 correct what was her name.

14 Q. Do you know if the vehicle that the
15 other driver was driving was a rental car?

16 A. No, I don't know.

17 Q. Okay. Did you sustain any injuries as
18 a result of the auto accident?

19 A. Yes. I sustained injury. My back and
20 my -- my neck because of the impact in the front. It
21 was a head-on.

22 Q. Okay. And then did you receive
23 treatment for your injuries following the auto
24 accident at the emergency room at Nazareth Hospital?

25 A. Yes. They treated me for the pain and

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1 because I was -- what they call if -- I think they
2 X-rayed me, too, and they gave me pain pill because
3 of the pain, the impact from what I did receive at
4 the accident from there, um-hum.

5 Q. Okay. Do you recall the name of the
6 doctor that treated you at the ER?

7 A. That, I don't remember.

8 Q. Okay. I'm going to show you a
9 document. We'll mark this as Exhibit 1.

10 (Exhibit Number 1
11 marked for identification.)

12 BY MR. JONES:

13 Q. Hermine, can you see the document I've
14 displayed via the share screen function?

15 A. (Unintelligible).

16 MR. RAYZ: Can you zoom in a little
17 bit? We see it. It's really small.

18 MR. JONES: Yeah. No problem.

19 THE WITNESS: I need my glasses.

20 MR. RAYZ: Or, Cecil, Attorney, if you
21 give me the Bate numbers, maybe we can print
22 it out and get it in front of her.

23 MR. JONES: Yeah. Hang on one second,
24 Eric. It's -- I'm having a technical issue.

25 Sorry. Sometimes when I open PDFs, it

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1 takes a little while to --

2 MR. RAYZ: Okay.

3 MR. JONES: Let me see. Let me try to
4 reopen that.

5 Okay. Let's try this again.

6 Okay. Can you see the document
7 displayed now, ma'am?

8 THE WITNESS: I still don't --

9 MR. JONES: You need it to be bigger?

10 MR. RAYZ: Yeah, if you can make it
11 bigger. We -- I mean, we definitely see it.

12 THE WITNESS: Oh.

13 MR. RAYZ: There we go. That's
14 better.

15 MR. JONES: There we go. Okay.

16 And it -- this was -- I don't have a
17 Bates number, Eric. That's why I didn't
18 answer you.

19 MR. RAYZ: Okay.

20 MR. JONES: It's -- it was produced
21 with the medical records from Nazareth
22 Hospital.

23 BY MR. JONES:

24 Q. All right. What we marked as Exhibit
25 2 [sic], this is an emergency record note from

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1 Nazareth Hospital for your treatment on November 2,
2 2015. Do you see that, where it lists your name,
3 patient information at the top there?

4 A. Um-hum.

5 Q. Okay. And the attending physician, do
6 you see in the middle, is Dr. Jojo Hammond?

7 A. Okay.

8 Q. Do you see that?

9 A. Yes, um-hum.

10 Q. Can you say "yes" -- "yes" or "no."

11 A. Yes, yes.

12 Q. Okay. Does that refresh your
13 recollection? Did Dr. Hammond treat you at the ER
14 when you went to Nazareth?

15 A. Yes. It was a guy, but I don't
16 remember his name, you know.

17 Q. Okay. You don't have any reason to
18 believe that it wasn't Dr. Hammond that treated you?

19 A. I'm not going to say no. I don't
20 know. I don't remember his name. I don't remember
21 his name.

22 Q. Okay. Were you ever aware if Dr.
23 Hammond was employed by a company called Emergency
24 Care Services of Pennsylvania, PC?

25 A. No, I don't recall.

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1 Q. Had you ever heard of that company?

2 A. No.

3 Q. At the time of the accident, did you
4 maintain auto insurance on the vehicle that you were
5 traveling in?

6 A. Yes.

7 Q. Okay. Was that through Nationwide
8 Insurance Company?

9 A. That's correct, yes.

10 Q. Okay. Did you provide any information
11 regarding your auto insurance when you sought
12 treatment at the emergency room at Nazareth
13 Hospital?

14 A. Yeah. I told them I have auto
15 insurance and everything, um-hum.

16 Q. Okay. In the note here, under
17 "insurance information," it lists -- do you see it
18 says "self-pay"?

19 A. So self-pay would mean I would pay out
20 of pocket?

21 Q. Well, I'm not sure.

22 Do you know why the hospital would not
23 have listed Nationwide Insurance in your treatment
24 notes?

25 A. I don't know, because even with that,

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1 I have insurance too different from the Nationwide
2 Insurance. So it couldn't be self-pay.

3 Q. Okay. Do you remember, did you fill
4 out some paperwork in which you provided information
5 regarding your auto insurance policy through
6 Nationwide when you were admitted to the ER?

7 A. I don't remember filling out
8 paperwork.

9 Q. Did you -- is it possible you informed
10 someone at Nazareth Hospital after you were
11 discharged that you were insured by Nationwide?

12 A. That, I don't remember either.

13 Q. Okay. Did you have private health
14 insurance at the time --

15 A. Yes.

16 Q. -- of the accident?

17 A. Yes.

18 Q. Who -- who was your health insurer?

19 A. I was working at Pine Run. I don't
20 remember if it was Blue Cross, but I was -- I had
21 insurance at that time, because I was employed.

22 Q. Okay. And that was through your
23 employer?

24 A. Yes.

25 Q. Who -- who was your employer at the

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1 time?

2 A. Pine -- it was Pine Run Assisted
3 Living in Doylestown.

4 Q. Okay. And are they located in
5 Philadelphia?

6 A. It's in Doylestown, PA.

7 Q. Okay.

8 MR. JONES: We'll mark this next
9 document Exhibit 3.

10 MR. RAYZ: Cecil, do you mean -- do
11 you mean 2? Because that was the first one.

12 MR. JONES: Oh, 2, right, yeah.

13 Sorry. Thank you.

14 MR. RAYZ: That's okay. No, no, it's
15 okay.

16 (Exhibit Number 2
17 marked for identification.)

18 BY MR. JONES:

19 Q. Okay. Let me share this one.

20 All right. Ms. Byfield, this is --
21 we've marked as Exhibit 2 -- it is a copy of your --
22 the declaration pages for your -- your Nationwide
23 auto policy that your attorneys produced in
24 discovery.

25 Do you know -- it lists here the

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1 policy period is August 29, 2015, to February 29,
2 2016, and then the policy number there.

3 Is that -- to the best of your
4 knowledge, this is the policy that you had in place
5 at the time of the auto accident?

6 A. Yes, um-hum.

7 Q. Okay. Now, I just want to scroll down
8 here to the coverage page. You -- you had two
9 vehicles insured by Nationwide; correct?

10 A. Yes, um-hum.

11 Q. Okay. And who is Samantha Carroll?

12 A. My daughter.

13 Q. Okay. And then the 2014 Nissan Rogue,
14 that was your vehicle?

15 A. Yes.

16 Q. Okay. And it lists here that you had
17 first-party benefits, medical benefits \$5,000. Do
18 you see that?

19 A. That's correct, yes, um-hum.

20 Q. Okay. And then also in addition to
21 other coverages for property damage and bodily
22 injury, do you see there's coverages for uninsured
23 motorist bodily injury and underinsured --

24 A. Um-hum.

25 Q. -- motorist bodily injury?

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1 A. Um-hum.

2 Q. Okay. And it looks like that's 15,000
3 per each person and \$30,000 per each occurrence;
4 correct?

5 A. Yes, um-hum.

6 Q. Okay. Now, did you make a claim to
7 Nationwide following the auto accident under your
8 policy?

9 A. Yes.

10 MR. RAYZ: (Unintelligible.)

11 THE WITNESS: Yes, um-hum.

12 BY MR. JONES:

13 Q. Okay. And did -- when did you make
14 your claim?

15 A. I thought it was -- I think it was the
16 next day or -- I think it was the next day I called
17 them and let them know what happened, um-hum.

18 Q. Okay. The -- and Nationwide accepted
19 coverage for the auto accident claim?

20 A. Yes, um-hum.

21 Q. Did you obtain further medical
22 treatment for your injuries from the accident after
23 being discharged from the ER at Nazareth Hospital?

24 A. Yes, um-hum.

25 Q. Okay. And after you submitted your

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1 claim to Nationwide, were you assigned a claims
2 adjustor?

3 A. Claim adjustor. Yeah. Like, someone
4 came out to look at my vehicle and stuff?

5 Q. Well, were there people --
6 representatives from Nationwide that you worked with
7 after you submitted your claim?

8 A. Yes. She -- yeah. I think she -- she
9 was in Harrisburg. Someone called me from there,
10 yeah, um-hum.

11 Q. Do you recall that person's name?

12 A. I don't remember.

13 Q. Okay. Did they -- were there -- was
14 there more than one claims adjustor assigned, like,
15 one for the property damage and then one to handle
16 your medical portion of your claim?

17 A. Yes, yes.

18 Q. Do you remember who handled the
19 medical portion?

20 A. I know it was a female, because I was
21 going back and forth with her. Each time when I
22 receive a letter, I called her.

23 Q. Was her first name Dawn?

24 A. That's correct, yes, um-hum, um-hum.

25 Q. You don't remember her last name?

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1 A. I don't remember her last name.

2 Because my sister's name is Dawn, so I remember,

3 yeah --

4 Q. Okay.

5 A. -- um-hum.

6 Q. Did Nationwide's representative inform

7 you to have your medical provider submit bills to

8 them for payment for your --

9 A. No --

10 Q. -- treatment?

11 A. -- I don't recall that. I don't

12 remember that.

13 Q. Okay. Did you submit any medical

14 bills directly to Nationwide for payment?

15 A. No, I don't remember that either.

16 Q. Did you informed Nationwide that you

17 had been treated at the ER at Nazareth Hospital

18 following the accident?

19 A. Yeah. I talked to Dawn, I think. She

20 was the one doing the medical thing.

21 Q. Okay. And did Dawn inform you that

22 Nationwide would be paying for the expenses for your

23 medical care at the ER at Nazareth Hospital?

24 A. I think she was the one going back and

25 forth with the hospital, because she told me that

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1 she was getting in contact with the hospital and I
2 think ambulance service and all of that.

3 Q. To your knowledge, did Nationwide pay
4 for all of the medical bills you incurred for your
5 treatment following the auto accident?

6 A. Yeah, to my knowledge, yeah.

7 Q. Did Nationwide ever refuse to pay any
8 of your medical bills that you incurred following
9 the auto accident?

10 A. Not that I know of, no.

11 Q. Okay.

12 A. Not that I know of.

13 Q. Do you know if the provider that
14 treated you at the ER at Nazareth Hospital submitted
15 a claim for payment of its bills to Nationwide?

16 A. I don't know.

17 Q. Okay. Did you ever receive any
18 medical bills from Nazareth Hospital seeking payment
19 for medical treatment you received at the ER after
20 you were discharged?

21 A. Yeah. I received one, I think. It
22 was from the company H something.

23 And that's when I called my lawyer and
24 asked them why did I receive this bill, and I -- I
25 faxed it over to the office, I think.

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1 Q. Now, is that the \$900 bill that is at
2 issue in this lawsuit?

3 A. That's correct, yes.

4 Q. Okay. Had you received any other --
5 well, let me ask you a different question.

6 Did -- did you receive any bills
7 directly from Nazareth Hospital before you received
8 the bill for \$900 that you forwarded to your lawyer?

9 A. No, I don't remember that.

10 MR. JONES: Okay. We'll mark this as
11 Exhibit 3.

12 (Exhibit Number 3
13 marked for identification.)

14 BY MR. JONES:

15 Q. This appears to be a patient statement
16 that is addressed to you, Hermine Byfield, at -- and
17 this purports to be sent to 9200 Bustleton Avenue,
18 Apartment 407, in Philadelphia. That was your
19 address at the time of the accident; right?

20 A. That's correct, yes, um-hum.

21 Q. Okay. And you see on the right-hand
22 side, that lists providers Emergency Care Services
23 of Pennsylvania, PC?

24 A. Um-hum.

25 Q. Do you see that?

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1 A. Um-hum, yes, yes.

2 Q. Yes, okay.

3 A. Yes.

4 Q. And then below in the patient
5 statement, there's a charge listed for \$900 and the
6 provider is Dr. Jojo Hammond for an emergency
7 department visit on November 2, 2015. Do you see
8 that?

9 A. Yes, yes.

10 Q. Okay. And you never received a copy
11 of this patient statement?

12 A. Not that one. I don't remember
13 that -- recall that one, no.

14 Q. Okay. Did you ever receive any other
15 bills that appeared similar to this one that was
16 sent to you directly from Nazareth Hospital?

17 A. Not from Nazareth. It's -- the only
18 one I remember receive is the one with the HH
19 something.

20 Q. That's HRRG?

21 A. Yes. That's the one I received in the
22 mail.

23 Q. Okay. Did you ever make any payments
24 for this \$900 charge?

25 A. No, I did not.

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1 Q. Okay. Now, this statement is dated
2 February 20, 2018, and it shows the \$900 charge
3 still remains unpaid. Do you see that?

4 A. Yes.

5 Q. Okay. Do you have -- do you -- are
6 you aware whether Nationwide ever actually paid the
7 \$900 charge that you incurred for your treatment at
8 the emergency room at Nazareth Hospital?

9 A. No, I don't.

10 Q. Okay. And other than -- other than
11 contacting your attorney, did you ever contact
12 anyone else after you received the letter from the
13 HRRG about this \$900 bill?

14 A. No, I don't remember.

15 Q. Okay.

16 A. Maybe. Like I said, Dawn was the only
17 person at one time and that was it.

18 Q. Okay. So you may have contacted Dawn
19 at Nationwide but that was it?

20 A. Yeah. I called her, and she said -- I
21 think she said it was even paid, if I'm not
22 mistaken. So I don't know.

23 Q. Okay. Do you recall when the -- you
24 received the letter from HRRG about the \$900 bill?

25 A. I think it was in what? 2017.

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1 Q. Okay. And was it just one letter?

2 A. It was one I can remember.

3 Q. And what did Dawn say after you
4 contacted her about the bill?

5 A. She was the one said she's going to
6 take care of -- going to call the hospital or
7 whosoever she was supposed to get in contact with.

8 Q. Okay. And did Dawn follow up with you
9 afterwards, after you had that conversation?

10 A. I didn't hear nothing more. I did not
11 hear nothing more, no.

12 MR. JONES: Okay. We'll mark this
13 next exhibit Exhibit 4.

14 (Exhibit Number 4
15 marked for identification.)

16 MR. JONES: Can you see this document
17 on my screen okay, ma'am? Do you need me to
18 make it bigger?

19 MR. RAYZ: It's really small.

20 Hold on. I -- I have it, actually.

21 MR. JONES: Yeah, it's Nationwide 50
22 through 51.

23 MR. RAYZ: Wait. Hold on.

24 MR. JONES: Let me see if I can make
25 it enlarged.

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1 Is that better?

2 MR. RAYZ: I -- I don't have -- I have
3 the same one, except it doesn't have the
4 Bates stamped numbers.

5 MR. JONES: Okay. Well --

6 MR. RAYZ: Let me just pull it up for
7 a second. I want to make sure -- yeah, it's
8 the same one, except it doesn't have the
9 Bates stamp numbers.

10 So --

11 MR. JONES: Okay.

12 MR. RAYZ: -- we can see it on the
13 screen, and I'll put it in front of her.

14 BY MR. JONES:

15 Q. Ma'am, I'll represent to you what we
16 marked as Exhibit 4, this is PIP and medical
17 payments log that was produced in response to a
18 subpoena that we served to Nationwide Insurance,
19 your auto insurance carrier, and it lists several
20 medical providers that it -- it appears provided you
21 treatment following your auto accident and charges
22 they incurred and submitted for payment to
23 Nationwide. Do you see that?

24 A. Um-hum.

25 MR. RAYZ: Cecil, just give me one

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1 second.

2 MR. JONES: Oh, okay. Take your time.

3 MR. RAYZ: No, the document --

4 MR. JONES: Tell me when you're ready.

5 MR. RAYZ: -- I have in front of her
6 is not the one that you have, so I'm going to
7 pull it back.

8 I have the earlier version of the PIP.

9 So please take a look at the screen.

10 Go ahead. I apologize.

11 MR. JONES: That's okay.

12 BY MR. JONES:

13 Q. All right. So on the left-hand side,
14 do you see there's service providers listed there
15 with dates of -- that they received these medical
16 bills, and then there are charges listed and paid
17 amounts listed on the right-hand side? Do you see
18 that?

19 A. Yes.

20 Q. Okay. Now, on -- I want to direct
21 your attention to the first one that it says
22 received date, February 3, 2016, and it lists Jojo
23 Hammond, and the billing provider is Emergency Care
24 Services of P -- Pennsylvania, PC, for your ER visit
25 on November 2, 2015, and the charge there is listed

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1 as \$900. Do you see that?

2 A. Yes, um-hum.

3 Q. Okay. And then the amount paid is
4 zero. Do you see that?

5 A. (Unintelligible.)

6 MR. RAYZ: Hold on. Cecil, give me
7 one sec.

8 Okay. Go ahead.

9 BY MR. JONES:

10 A. Yes, it said zero, um-hum.

11 Q. Okay. Now, and then there's some
12 additional entries, it looks like, for the same
13 provider, again \$900 charge, zero payment, and then
14 there's another entry for December 5, 2016, for that
15 charge with zero payment. Do you see that?

16 A. Yes, um-hum.

17 Q. Okay. And then I want to scroll down.
18 It looks like at the bottom of the second page that
19 there are the same charge of \$900 for Emergency Care
20 Services of Pennsylvania for your ER visit was
21 submitted to Nationwide on April 25, 2016 --

22 A. Um-hum.

23 Q. -- and August 25, 2017, and there's
24 zero dollars listed for payment there. Do you see
25 that?

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1 A. Yes.

2 Q. Okay. So it appears, according to the
3 record produced by Nationwide, that Nationwide never
4 paid the \$900 charge that you incurred for your
5 treatment at the ER at Nazareth Hospital; correct?

6 A. Correct, because it's zero, yes,
7 um-hum.

8 Q. Okay. Do you know why that bill for
9 \$900 was not paid by Nationwide?

10 A. That, I don't know. Because this even
11 the first time I'm seeing this bill too.

12 Q. Okay. And did Nationwide ever inform
13 you that it had denied payment for any medical bills
14 that were submitted by your providers for payment?

15 A. No.

16 Q. Now, just scrolling back up to the top
17 there, do you see that it has the total amount paid
18 and it's -- for medical, it's \$4,999.90?

19 A. Um-hum.

20 Q. And then there's amount for "other" of
21 10 cents, bringing it to a total of \$5,000. Do you
22 see that?

23 A. Yes.

24 Q. Okay. And that was the total amount
25 of your coverage for first-party medical benefits

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1 under your auto policy; correct?

2 A. Yes.

3 Q. According to this document, the full
4 \$5,000 in medical benefits were paid by Nationwide
5 and were for medical treatment you incurred from the
6 auto accident; right?

7 A. Yeah, that's what the total said, yes,
8 um-hum.

9 MR. JONES: Okay. I'm going to show
10 you another document here, and we'll mark
11 this as Exhibit 5.

12 (Exhibit Number 5
13 marked for identification.)

14 BY MR. JONES:

15 Q. Can you see the document on the
16 screen, ma'am?

17 A. Yes. Um-hum.

18 Q. Okay. We subpoenaed, as I mentioned,
19 records from Nationwide, and these were produced.
20 This appears to be a health insurance claim form
21 that was submitted to Nationwide by one of your
22 providers. And you see the date there? It's listed
23 as January 19, 2016.

24 A. Yes.

25 Q. Okay. And the date of hospitalization

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1 is November 2, 2015?

2 A. Yes.

3 Q. All right. And then scrolling down,
4 the provider -- the billing provider is Emergency
5 Care Services of Pennsylvania, PC and the charge
6 listed there is for \$900?

7 A. Yes.

8 Q. Okay. So according to this record, it
9 looks like your provider that provided you treatment
10 at the ER at Nazareth Hospital submitted this \$900
11 charge to Nationwide to have it paid by your
12 insurance company; right?

13 A. I guess, yes. It's there.

14 Q. Okay. Did you ever receive copies of
15 any documents that are referred to either as an
16 explanation of benefits or explanation of review
17 from Nationwide?

18 A. No.

19 MR. JONES: Okay. We'll mark this as
20 Exhibit 6.

21 (Exhibit Number 6
22 marked for identification.)

23 BY MR. JONES:

24 Q. This was another document produced by
25 Nationwide's counsel in response to our subpoena,

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1 and it's an explanation review document submitted --
2 submitted by Nationwide. It appears to be in
3 response to the claim made by Emergency Care
4 Services of Pennsylvania, PC. It says the received
5 date is February 3, 2016. Do you see that?

6 A. Yes, um-hum.

7 Q. Okay. And it lists the \$900 charge
8 for your emergency room visit. Do you see that?

9 A. Is it down here?

10 Q. At the bottom here, ma'am.

11 MR. RAYZ: It's okay.

12 THE WITNESS: Yes, um-hum.

13 BY MR. JONES:

14 Q. Okay. And then there's an explanation
15 given for -- it says "Doc55," which I understand is
16 some kind of code that Nationwide uses.

17 And if we look down here, it states
18 that -- in this paragraph that to make a
19 reimbursement decision, documentation is needed to
20 support the medical necessity for continued care or
21 treatment. Do you see that?

22 A. Yes, um-hum.

23 Q. Okay. Were you -- were you ever made
24 aware that Nationwide had asked for your medical
25 providers at Nazareth Hospital to submit any

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1 additional documentation before --

2 A. No.

3 Q. -- they would authorize payment of the
4 \$900 charge you that incurred for your treatment?

5 A. No.

6 Q. Okay. I'm going to show you another
7 document we'll mark as Exhibit 7.

8 (Exhibit Number 7

9 marked for identification.)

10 BY MR. JONES:

11 Q. This is another document that was
12 provided by Nationwide's counsel in response to our
13 subpoena and has a received date of February 3,
14 2016, and the service provider again is Dr. Jojo
15 Hammond and the billing provider is Emergency Care
16 Services of Pennsylvania, PC. Do you see that?

17 A. Yes.

18 Q. Okay. And you agree it appears to be
19 related to the \$900 charge incurred for treatment
20 you received on November 2, 2015, at the ER at
21 Nazareth Hospital?

22 A. Yes, um-hum.

23 Q. Okay. And over here, it says the
24 provider reimbursement is zero, and the explanation
25 is BFH, which again looks like it's some kind of

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1 internal code that they use.

2 Looking down here, the explanation for
3 BFH is -- it says "The benefits for this
4 patient/claim are exhausted." Do you see that?

5 A. Yes, um-hum.

6 Q. Okay. So according to these two
7 documents, Nationwide had declined to reimburse the
8 provider for this bill of \$900 for your treatment at
9 the ER; correct?

10 A. Correct, yes, um-hum.

11 Q. Okay. And this last document we just
12 reviewed, Nationwide informed the provider that
13 you're -- it had determined that your benefits had
14 been exhausted?

15 A. Yes.

16 MR. RAYZ: I'll object.

17 You were talking about first-party
18 medical benefits; right?

19 MR. JONES: I'm just talking about
20 what the documents says. It says her
21 benefits were exhausted.

22 MR. RAYZ: Yeah, but -- hold on.
23 Then -- then -- then I will definitely
24 object.

25 This document is explanation of review

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1 for first-party medical benefits, not her --
2 not her total benefits under the Nationwide
3 policy.

4 MR. JONES: Well, she can explain to
5 me what she -- what she understands it to
6 mean.

7 MR. RAYZ: She can, but she's never
8 seen the document before.

9 THE WITNESS: I never received that
10 document, though.

11 MR. JONES: Okay.

12 MR. RAYZ: She says she's never seen
13 it before and she never received it.

14 MR. JONES: That's fine.

15 BY MR. JONES:

16 Q. Did Nationwide ever inform you that it
17 fully paid the coverage limits for your medical
18 benefits under your policy, Ms. Byfield?

19 A. If they informed me?

20 Q. Yeah. Did they ever inform you that
21 Nationwide's position was that they had paid --
22 fully paid the coverage limits for your medical
23 benefits under your policy?

24 A. They never -- no, I did not hear.
25 They never called me and said they informed me.

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1 Because I figured, more or less, everything, because
2 of my coverage, it was taken care of, everything.
3 But Nationwide did not call me and have no
4 conversation in regarding my bill.

5 Q. Did Nationwide ever inform you it was
6 no longer going to pay for your medical bills
7 because your medical benefits coverage was exhausted
8 under your policy?

9 A. I don't remember that.

10 Q. Do you know whether or not the medical
11 portion of your auto accident claim was ever closed
12 by Nationwide?

13 A. Can you repeat that again?

14 Q. Yeah.

15 After your auto accident, do you
16 recall was -- did the person that you were working
17 with that was handling the medical portion of your
18 claim, did they ever inform you that your -- the
19 medical claim portion of your auto accident claim
20 was going to be closed by Nationwide?

21 A. Going to be closed? I don't remember.
22 I don't remember.

23 Q. Did anyone from Nazareth Hospital's
24 billing department ever inform you that Nationwide
25 had refused to pay this \$900 bill from Emergency

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1 Care Services of Pennsylvania?

2 A. No, no.

3 Q. Did anyone ever inform you that
4 Nationwide had refused to pay that \$900 bill?

5 A. No, except for when I received the
6 letter and I sent that letter over, but I never
7 talked, correspond with no one.

8 Q. Okay. And according to the PIP ledger
9 document we reviewed, it looks like the provider,
10 Emergency Care Services of Pennsylvania, attempted
11 to submit the \$900 bill for payment by Nationwide on
12 more than one occasion; correct?

13 A. That, I don't know.

14 Q. Okay.

15 MR. JONES: Okay. I'm going to show
16 you another document. We'll mark it as
17 Exhibit 8.

18 (Exhibit Number 8
19 marked for identification.)

20 BY MR. JONES:

21 Q. All right. Can you see the document
22 on my screen, ma'am?

23 A. Um-hum.

24 Q. Now, this is another insurance claim
25 form that was produced by Nationwide, and you see

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1 the date is April 19, 2016?

2 A. Yes.

3 Q. Okay. And the hospitalization is for
4 November 2, 2015, and it looks like it's the \$900
5 charge for Emergency Care Services of Pennsylvania;
6 correct?

7 A. Yes, um-hum.

8 Q. Okay. And you see it says "medical
9 records attached" there in the middle of the
10 document?

11 A. Sure, yes, um-hum.

12 Q. Okay. And then following this in the
13 documents produced from Nationwide it looks like are
14 copies of medical records relating to your ER visit
15 on November 2, 2015. Do you see that?

16 A. Yes, um-hum.

17 Q. Okay. So it appears that the provider
18 did attempt to provide the documentation as
19 requested by -- by Nationwide but that your auto
20 insurer still did not pay the bill; right?

21 MR. RAYZ: Cecil, I'll object. She
22 testified she's never seen those --

23 THE WITNESS: I have never seen --

24 MR. RAYZ: Hold on -- hold on one
25 second.

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1 THE WITNESS: Okay.

2 MR. RAYZ: You can ask her these
3 questions, but you're asking her questions
4 about documents that she's never seen before
5 today, and --

6 MR. JONES: Okay.

7 MR. RAYZ: -- she's testified that
8 she's never seen the claim forms. She's
9 never seen and reviewed forms.

10 Her testimony -- if you want to ask
11 her if she knows if it was submitted, that's
12 different, but you're asking her if these
13 documents -- what these documents indicate.

14 She -- she doesn't know if these
15 documents were ever submitted. She's not the
16 one who submitted them. She's never seen
17 them before. Again, it's -- you can ask her
18 the questions. She'll answer them, but I'll
19 just follow up and clarify.

20 BY MR. JONES:

21 Q. Look, I only ask you do you know
22 whether or not Emergency Care Services of
23 Pennsylvania or Nazareth Hospital ever submitted
24 additional documentation as requested by Nationwide
25 in that first explanation of review document that we

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1 looked at?

2 THE WITNESS: Is that for me?

3 MR. RAYZ: Yes, it is.

4 BY MR. JONES:

5 A. No, I don't know. I don't know.

6 Q. Okay. Do you have any reason to
7 believe that they did not provide the documentation
8 requested by your auto insurance carrier?

9 A. That, I can't -- I can't answer
10 because I'm not -- I wasn't aware of none of those
11 things.

12 Q. Okay. Again, if you don't know, it's
13 perfectly fine to give that response, you know.

14 Let's see.

15 Did you make any claim to your private
16 health insurer for any medical treatment you
17 received following the accident?

18 A. No.

19 Q. Okay. Now, you understood at the time
20 of your treatment in the emergency room at Nazareth
21 Hospital that your provider would charge a fee for
22 their services?

23 A. They asked me if I have insurance,
24 yes.

25 Q. Right.

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1 Setting aside whether or not you have
2 insurance, you understand that when you go to the
3 ER, that there is a fee associated with the medical
4 treatment that you receive; right?

5 A. I guess.

6 Q. Well, if you didn't have insurance,
7 you understand that you would -- you could be
8 responsible for paying for the medical treatment
9 that you had received at the ER; right?

10 A. Yes, um-hum.

11 Q. Okay. And you also understood that if
12 your insurance company did not pay the medical
13 providers' bills for your treatment that you could
14 be personally responsible for making payment;
15 correct?

16 A. If I don't have insurance, yes.

17 Q. No, that's a different question.

18 If your insurance company did not pay
19 the bill on your behalf, you would be personally
20 responsible for paying that medical provider's fees
21 for their treatment; correct?

22 MR. RAYZ: Objection. That's
23 argumentative.

24 But go ahead. You can answer.

25

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1 BY MR. JONES:

2 A. I would follow back with my insurance
3 company. That -- that's what I do for sure. And
4 ask them why it doesn't -- why they didn't pay.

5 Q. Okay. And if the insurance company
6 didn't pay for the medical treatment that you
7 received at the ER, you would -- you understand that
8 the medical provider still would be -- would expect
9 to be paid?

10 A. Probably, yes.

11 MR. JONES: Okay. All right. I'll
12 mark this as Exhibit 9. This is -- I'm going
13 to ask you some questions. This is your --
14 the complaint that was filed in this case.

15 One second. Hang on.

16 I apologize. It's just, like, some
17 problem with this PDF program. It keeps
18 closing down. I think it's the size of the
19 document sometimes.

20 MR. RAYZ: That's all right. If you
21 want to show the complaint, do you want me to
22 just break it out?

23 MR. JONES: No. It's -- I'm not going
24 to spend a lot of time on it, Eric.

25 It's just we're connected by VPN, and

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1 sometimes the Internet connection is slow.
2 When you're running Zoom too, it tends to bog
3 down.

4 All right. Here we go.
5 (Exhibit Number 9
6 marked for identification.)

7 BY MR. JONES:

8 Q. All right. Ma'am, can you see the
9 document displayed on my screen? This is a copy of
10 the complaint filed on your behalf against
11 Healthcare Revenue Recovery Group by your attorney,
12 Mr. Rayz's office.

13 A. Yes, I see it, um-hum.

14 Q. Okay. And have you seen a copy of the
15 complaint that was filed on your behalf before
16 today?

17 A. I don't remember seeing it, un-nuh.

18 Q. Okay. Now, I understand Mr. Rayz's
19 office also represented you in a lawsuit you filed
20 in Philadelphia County Court of Common Pleas against
21 the other driver as well as Nationwide Insurance; is
22 that right?

23 A. Yes.

24 Q. Okay. When did you first retain his
25 law firm to represent you?

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1 A. When did I first?

2 Q. Yeah.

3 A. I think this is what? The second
4 time? I -- I think it's the second time they
5 represent me because -- it's so long. You know, I
6 don't remember, like, exact date.

7 Q. Okay. So would -- is it fair to say
8 it would have been sometime prior to the filing of
9 the lawsuit in Philadelphia Court of Common Pleas;
10 right?

11 A. Right, um-hum.

12 Q. Okay.

13 A. Yes.

14 Q. And did Mr. Rayz' office -- did he
15 represent you or did his firm represent you
16 throughout the time period since the lawsuit was
17 filed in Philadelphia Court of Common Pleas?

18 A. Yes.

19 Q. Okay. Now, in your complaint,
20 scrolling down, the allegation here, you allege that
21 my client sent a letter to you on August 3, 2017,
22 that you are claiming violated the Fair Debt
23 Collection Practices Act. Are you aware of that?

24 A. The letter from the HH whatever?

25 Q. HRRG, right.

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1 A. Yes, um-hum.

2 Q. Okay. And it says in your complaint
3 that a copy of the letter that you received is
4 attached as Exhibit A. I just want to show you that
5 document.

6 All right. This is what's identified
7 as Exhibit A. Does this appear to be a copy of the
8 letter that you received from HRRG on August 3,
9 2017?

10 A. Yes, um-hum.

11 MR. JONES: Okay. Now I'm going to
12 show you another document we'll mark as
13 Exhibit 10, I believe.

14 (Exhibit Number 10
15 marked for identification.)

16 BY MR. JONES:

17 Q. Okay. What we marked as Exhibit 10,
18 can we agree that this appears to be a copy of the
19 same letter that is identified as Exhibit A to your
20 complaint --

21 A. Yes.

22 Q. -- the letter from August 3?

23 Okay. And it also includes the
24 reverse side. Do you recall does this appear to be
25 what was contained on the back side of that letter?

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1 A. I don't remember. Well, I guess all
2 bills have that side, yes.

3 Q. Okay. Now, this is addressed to you
4 at 6605 Oakland Street, Philadelphia, PA. Were you
5 residing at that address at the time this letter was
6 sent?

7 A. How they going to send it to that
8 address and I was living -- I wasn't even living
9 there at the time of the accident?

10 Q. Well, no, I'm ask -- what I'm asking
11 you: Were -- were you living at that address at the
12 time --

13 A. Yeah, I was living --

14 Q. -- (unintelligible due to
15 overtalking)?

16 A. -- there before, yeah.

17 Q. Okay. And you received this letter in
18 the mail at that address?

19 A. That, I don't remember.

20 Q. Okay. Do you know how else you would
21 have received this letter?

22 A. The letter, the one with the HHR
23 you --

24 Q. The one --

25 A. -- (unintelligible due to

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1 overtalking)?

2 Q. -- we're looking at right now.

3 A. If the one with the HHR, I was living
4 at Bustleton when I received that one, not at
5 Oakland.

6 Q. Okay. So it may have been forwarded
7 to you at the --

8 A. Yeah --

9 Q. -- Bustleton Avenue --

10 A. -- not at Oakland. At Bustleton.

11 Q. Okay. Now, the letter, reviewing the
12 first two paragraphs, purports to offer you a
13 settlement to resolve this \$900 charge that you
14 incurred through -- for treatment provided by
15 Emergency Care Services of Pennsylvania, PC. Do you
16 see that?

17 A. Yes, I saw it right here, um-hum.

18 Q. Okay. And from reviewing this letter,
19 you understood this was a letter from HRRG seeking
20 to collect the debt that this provider was seeking
21 to recover from the treatment you received at the ER
22 at Nazareth Hospital?

23 A. Yes, um-hum.

24 Q. Okay. I'm going to go back to your
25 complaint. In your complaint, it alleges that the

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1 amount owed, the \$900 that was alleged to be the
2 outstanding balance that was claimed by a provider,
3 should have been reduced pursuant to this motor
4 vehicle financial responsibility log. Do you see
5 that?

6 A. Can you repeat what you just said?

7 Q. Yeah. And you can read it to yourself
8 beginning at 23?

9 Going down, your allegation -- and I'm
10 paraphrasing -- is that the \$900 that was listed as
11 the amount owed should have been reduced pursuant to
12 this motor vehicle financial responsibility law. Do
13 you see that?

14 A. I saw that, but I never recalled
15 holding, like, any conversation pertaining to that,
16 though, about --

17 Q. I'm just asking you about the
18 allegations in your complaint for right now.

19 So do you understand that that's what
20 you're claiming in -- in the complaint against HRRG?

21 A. Oh, for that, yeah, okay.

22 Q. Okay. In paragraph 27, it says "In
23 fact, neither the provider nor the defendant even
24 attempted to recalculate the amount owed to
25 determine what the provider may ask for or receive

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1 under the MVFRL."

2 Do you understand the provider as
3 being Emergency Care Services of Pennsylvania, PC?

4 A. Yes, um-hum.

5 Q. Okay. Do you have any understanding
6 of what -- what is the Fair Debt Collection
7 Practices Act?

8 A. No.

9 Q. Okay. What about the Motor Vehicle
10 Financial Responsibility Law? Do you have any
11 familiarity with that statute?

12 A. No.

13 Q. Do you have any understanding of what
14 is an Act 6 reduction under the statute?

15 A. No.

16 Q. Okay. Do you have any idea how much
17 you should have owed if an Act 6 reduction were
18 applied to this \$900 bill?

19 A. No.

20 Q. Okay. Do you understand whether the
21 Act 6 reduction is something that would be applied
22 by the auto insurance company when the bill is
23 submitted by the provider for payment?

24 A. No.

25 Q. Do you know if Nationwide, your auto

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1 insurance carrier, determined what Act 6 reductions
2 should be applied when it paid your other medical
3 bills from the auto accident?

4 A. No.

5 Q. Okay. And you were represented by
6 Mr. Rayz' office at the time that you received this
7 letter; correct?

8 A. Yes.

9 Q. Okay. Did -- and you provided a copy
10 of the August 3, 2017, letter to your attorney?

11 A. Yes.

12 Q. Did your attorneys ever contact HRRG
13 before filing this lawsuit to advise that you did
14 not believe you that owed this debt?

15 A. I don't know.

16 Q. Okay. Did you contact HRRG after
17 receiving this letter on August 3, 2017?

18 A. No.

19 Q. Did you ever inform anyone at
20 Nationwide that you believe that they should --
21 Nationwide should be responsible for paying this
22 debt?

23 A. No.

24 Q. And you were never informed that
25 Nationwide had declined to pay it?

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1 A. No.

2 Q. Prior to receiving this letter, the
3 letter we looked at from August 3, 2017, do you
4 recall receiving any other letters from HRRG?

5 A. I don't remember.

6 MR. JONES: We'll mark this
7 Exhibit 11.

8 (Exhibit Number 11
9 marked for identification.)

10 BY MR. JONES:

11 Q. This is a letter from HRRG dated
12 March 21, 2017, addressed to you, Hermine Byfield,
13 at 6605 Oakland Street in Philadelphia, PA. Do you
14 see that?

15 A. Can I just say one thing?

16 Q. Sure.

17 A. I don't know. This address, I've been
18 not living there maybe four years prior to the
19 accident. So I don't remember seeing no letter from
20 Oakland.

21 Q. Okay. Well, that's -- that's exactly
22 what I'm going to ask, so you're kind of
23 anticipating my questions.

24 My question is do you recall ever
25 receiving this letter?

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1 A. No.

2 MR. JONES: Okay. I'll mark this one
3 as Exhibit 12.

4 (Exhibit Number 12
5 marked for identification.)

6 BY MR. JONES:

7 Q. All right. This is a letter dated
8 August -- or excuse me -- April 26, 2017, from HRRG
9 addressed to you at again at the same address, 6605
10 Oakland Street. Do you recall ever receiving this
11 letter?

12 A. I received the one at Bustleton.
13 That's the one I received.

14 Q. The only letter that you recall
15 receiving at -- when you lived at Bustleton was --

16 A. Right --

17 Q. -- the August 3 --

18 A. Yes.

19 Q. -- 2017, letter?

20 A. Because I was living at Oakland prior
21 to the accident.

22 Q. Okay. Just a reminder. Let's just
23 try to make sure we don't talk over each other, but
24 you're doing a good job, though.

25 A. All right. I'm sorry.

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1 Q. It's okay.

2 A. Um-hum.

3 MR. JONES: We'll mark this next
4 document as Exhibit 13.

5 (Exhibit Number 13
6 marked for identification.)

7 BY MR. JONES:

8 Q. All right. This is a letter from HRRG
9 dated June 1, 2017, again addressed to you at 6605
10 Oakland Street. Do you recall ever receiving this
11 letter?

12 A. No, un-nuh.

13 Q. Did you have any communications with
14 any HRRG representatives by telephone?

15 A. No, I don't.

16 Q. You don't recall or you didn't have
17 any calls?

18 A. I don't have any calls.

19 MR. JONES: Okay. I'm just going to
20 play you an audio recording. This was
21 something that was produced in discovery.
22 Let's see if this refreshes your memory.

23 Oh, wait a second. Let me just check
24 before I do that. Does the Zoom have the
25 ability -- can she -- can she hear what I'm

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1 going to play. Do you know, Eric?

2 MR. RAYZ: I think so. I mean, if you
3 want to play it, if we hear it, I'll tell
4 you. If we don't, I'll tell you too.

5 MR. JONES: Okay. Let's see if she
6 can hear it. You tell me if you have any
7 trouble hearing it.

8 MR. RAYZ: Okay.

9 MR. JONES: And I'm going to ask you
10 some questions once we're done listening.
11 Okay?

12 MR. RAYZ: All right.

13 (Audio recording played.)

14 MR. RAYZ: Cecil, we can hear it, but
15 it's really, really mute. It's really low.

16 MR. JONES: Okay.

17 MR. RAYZ: We can hear voices, but --
18 but it's hard to make out the words clearly.

19 VIDEOGRAPHER: This is the
20 videographer speaking.

21 That file, did you -- did you play
22 that from your computer or a separate device?

23 MR. JONES: I played it on my
24 computer.

25 VIDEOGRAPHER: All right. The screen

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1 share function --

2 MR. JONES: Yeah.

3 VIDEOGRAPHER: -- you should be able
4 to screen share that software that you're
5 using to play it, and then it should at the
6 bottom have a check box to allow audio. And
7 then when you play it, it will play it
8 through Zoom.

9 MR. JONES: Okay. All right. Let's
10 try that again.

11 (Audio recording played.)

12 BY MR. JONES:

13 Q. Okay. Ms. Byfield, does that refresh
14 your recollection that you -- that you called HRRG
15 in response to a letter that you received?

16 A. Yes, I remember now clearly. Yes, I
17 do.

18 Q. Okay. Was that after you received the
19 August 3, 2017, letter?

20 A. That, I don't remember if it's after.

21 Q. Okay.

22 A. But I know I did call that company --
23 that number, yes.

24 Q. Do you know when you made this phone
25 call?

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1 A. No, I don't remember. Because I was
2 angry when I saw that they say it was in collection,
3 yes.

4 Q. Sure.

5 A. Um-hum.

6 Q. Why -- and you believed at the time
7 that all of your medical bills had been paid by
8 Nationwide?

9 A. That's correct, yes.

10 Q. Okay. You mentioned that you -- in
11 the call, the recorded phone call that we listened
12 to, that you had several phone calls about your
13 medical bills with Dawn at Nationwide?

14 A. Exactly.

15 Q. That was the medical claims adjustor
16 we talked about?

17 A. Yes.

18 Q. Okay.

19 A. And she said everything was paid and
20 why they -- why they send me a letter. I remember
21 she said that, yes.

22 Q. Did -- did you ever speak with Dawn or
23 anyone else at Nationwide about the bill of \$900
24 from Emergency Care Services of Pennsylvania after
25 you contacted HRRG?

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1 A. I don't remember speaking specific
2 about the \$900, but I know I talked to her in
3 regarding something from the bills, the bill. I
4 don't remember if it's that same bill, but I
5 remember talking to her, and she said it was paid.

6 Q. Okay. So Dawn told you that the bill
7 for \$900 from Nazareth Hospital, the treatment you
8 received in the ER, had been paid?

9 A. Like I said, it's -- she didn't
10 precise say the \$900 bill. She said all my medical
11 was -- was covered, was paid, it was covered by
12 Nationwide.

13 Q. Do you believe if -- to the extent it
14 wasn't paid, did Nationwide make a mistake?

15 A. That, I could not answer. I don't
16 know.

17 Q. Do you believe this bill of \$900
18 should have been paid by Nationwide?

19 A. If I have coverage, yes.

20 Q. Did you ever ask for documentation
21 from Nationwide to show the bill of \$900 from
22 Emergency Care Services of Pennsylvania had been
23 paid?

24 A. No, I did not.

25 Q. Did you ask you that Nationwide pay

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1 the bill of \$900?

2 A. No, I did not ask, no.

3 Q. Do you recall having any other phone
4 calls with anyone from HRRG other than the recorded
5 phone call we just listened to?

6 A. I don't remember.

7 Q. Okay. The --

8 MR. RAYZ: Cecil, can we take a
9 five-minute break?

10 MR. JONES: Absolutely, yep.

11 MR. RAYZ: I just want to run to the
12 bathroom.

13 THE WITNESS: Okay.

14 VIDEOGRAPHER: Stand by. We are going
15 off the video record. The time is 11:39 a.m.

16 (Recess taken.)

17 VIDEOGRAPHER: We are back on the
18 video record. The time is 11:44 a.m.

19 MR. JONES: Sorry about that. So I --
20 just for the record, I want to make sure I
21 made -- I marked that last exhibit. The
22 recorded phone call should be Exhibit 14.

23 (Exhibit Number 14
24 marked for identification.)

25 MR. JONES: I want to show you a copy

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1 of the complaint filed in the lawsuit filed
2 on your behalf in Philadelphia County and ask
3 you some questions about that. We'll mark
4 this as Exhibit 15.

5 (Exhibit Number 15
6 marked for identification.)

7 BY MR. JONES:

8 Q. Can you see that document on your
9 screen, ma'am?

10 A. Yes.

11 Q. Okay. And this appears to be a copy
12 of the complaint filed on your behalf against
13 Desirae Schullere Douglas; PV Holding Corp doing
14 business as Avis Rent a Car; and Nationwide Property
15 and Casualty Insurance Company. Do you see that?

16 A. Yes.

17 Q. Does this refresh your memory that the
18 name of the other driver was believed to be Desirae
19 Schullere Douglas?

20 A. That's what I'm seeing now. I don't
21 remember her name.

22 Q. Okay. And then scrolling down, in
23 Paragraph 9, it says "At the time and place
24 aforesaid, Defendant PV Holding had rented, leased,
25 or otherwise made its vehicle available to Defendant

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1 Douglas." Do you see that?

2 A. Yes.

3 Q. Okay. Does that refresh your memory
4 that Ms. Douglas was driving a rental car at the
5 time?

6 A. I don't remember if it was a rental.

7 Q. Okay. Now, you've brought -- you've
8 brought claims against your auto insurance company,
9 Nationwide, specifically in Counts 3 and 4.

10 Count 3, you allege that they failed
11 to pay you benefits owed for uninsured motorist
12 coverage. Do you see that?

13 A. In what number?

14 Q. Well, let me ask you a question. Do
15 you understand that "UM benefits" is shorthand for
16 uninsured motorist benefits?

17 A. Repeat what you just said.

18 Q. Yeah. It says "Count 3. Plaintiff
19 versus Nationwide UM benefits."

20 "UM benefits," you understand, refers
21 to uninsured motorist coverage benefits?

22 A. I don't know.

23 Q. Well, look at Paragraph 32. It says
24 "At the time Plaintiff purchased the Nationwide
25 policy, she elected to purchase uninsured motorist

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1 benefits." Do you see that?

2 A. Yeah, I saw that, um-hum.

3 Q. Okay. And then scrolling down to
4 Paragraph 37, it says "For the reasons stated above,
5 Defendant Nationwide has violated its obligations
6 under their policy of insurance and breached its
7 contract of insurance by not tendering to Plaintiff
8 the unin -- uninsured motorist benefits which
9 Plaintiff claims are reasonably due to her under the
10 factual circumstances of this case as described
11 herein and incorporated pursuant to Pennsylvania
12 Rule 1019(g)."

13 Does that refresh your memory your --
14 you brought -- a part of your claim against
15 Nationwide was that they had failed to pay you
16 uninsured motorist benefits that you claimed you
17 were due under your auto insurance policy?

18 A. I don't know.

19 Q. Okay. And then Count 4 is for UIM
20 benefits. Do you understand that to mean
21 underinsured motorist benefits?

22 A. Um-hum.

23 Q. Is that "yes"?

24 A. Yes.

25 Q. Okay. And then, again, Paragraph 46

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1 similarly states "For the reasons stated above,
2 Defendant Nationwide has violated its obligations
3 under the policy of insurance and breached its
4 contract of insurance by not tendering to Plaintiff
5 the underinsured motorist benefits which Plaintiff
6 claims are reasonably due to her under the factual
7 circumstances of the case as described herein."

8 So does that refresh your memory you
9 also brought a claim against Nationwide alleging
10 that they had failed to pay you underinsured
11 motorist benefits that you claimed you were owed
12 under your policy?

13 A. If it's there, yes.

14 Q. The other driver, Mrs. Douglas, she
15 never responded to the complaint that you -- that
16 was filed on your behalf; correct?

17 A. I don't know.

18 Q. Okay. Do you know whether a default
19 judgment was obtained against Ms. Douglas? Do you
20 know what that is?

21 A. A false -- what did you say? A false
22 judgment?

23 MR. RAYZ: Default.

24 THE WITNESS: Default.

25

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1 BY MR. JONES:

2 Q. Yeah, default judgment.

3 A. I don't know.

4 Q. Okay. Did the -- do you know if the
5 car that she was driving as alleged was a rental
6 car, if it was rented through Zipcar?

7 A. I don't know.

8 Q. Okay. Do you know whether or not the
9 rental car company maintained auto insurance
10 coverage for the car that the other driver was
11 driving at the time of the accident?

12 A. I don't know.

13 Q. Did your attorneys submit a claim for
14 insurance benefits from the rental car company
15 following the accident?

16 A. I don't know.

17 MR. JONES: We're on -- we're on
18 Exhibit 16; right?

19 COURT REPORTER: Yes.

20 (Exhibit Number 16
21 marked for identification.)

22 BY MR. JONES:

23 Q. I'll show you a document we've marked
24 as Exhibit 16. This is letter dated January 2,
25 2019, from one of the attorneys at Mr. Rayz'

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1 office -- or excuse me -- to one of the attorneys at
2 Mr. Rayz' office from a Beth Kelley at Sedgwick
3 Claims, and it says "Sedgwick Claims Management
4 Services is a third-party administrator for Zipcar,
5 Inc."

6 It says "At the time of the accident,
7 the vehicle owned by Zipcar, Inc. member Rashon
8 Mercer. Based on the evidence presented in this
9 case, however, the operator was Desirae Schullere
10 Douglas. At no time material hereto was Ms. Douglas
11 a Zipcar, Inc. member, nor was she ever authorized
12 to operate the subject vehicle. Hence, no insurance
13 coverage being afforded to Ms. Douglas for any
14 injuries/damages sustained in this accident."

15 Do you see that?

16 A. Yes, um-hum.

17 Q. Okay. Did you ever see this letter
18 before?

19 A. I don't remember.

20 Q. Okay. Do you -- do you -- does it
21 refresh your memory as to whether or not your
22 attorneys sought coverage for injuries that you were
23 claiming from the auto accident from the rental car
24 company that were denied?

25 A. I don't remember.

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1 MR. JONES: Okay. We'll mark this one
2 Exhibit 17.

3 (Exhibit Number 17
4 marked for identification.)

5 BY MR. JONES:

6 Q. This is an answer with new matter to
7 your complaint that was filed on behalf of
8 Nationwide that was produced in discovery by your
9 attorneys. Have you ever seen this document before?

10 A. I don't remember.

11 Q. I'll scroll down to the allegations
12 against Nationwide. 32 through 35 says "Denied. It
13 is specifically denied that answering defendant has
14 not fully complied with the provisions of the policy
15 to date and strict proof of noncompliance is
16 demanded at trial." Do you see that?

17 A. Yes, I seen that, um-hum.

18 Q. Okay. So according to this,
19 Nationwide denied that they had failed to pay you
20 uninsured motorist benefits that you claimed you
21 were owed under your auto insurance policy?

22 A. I don't remember too.

23 Q. Okay. And then Count 4 was the count
24 relating to underinsured motorist benefits. And do
25 you see 41 through 46? It says "Denied. It is

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1 specifically denied that answering defendant has not
2 fully complied with the provisions of the policy to
3 date and strict proof of noncompliance is demanded
4 at trial."

5 Do you -- are you aware that
6 Nationwide also denied that they had not -- that
7 they had failed to pay you underinsured motorist
8 benefits you claimed you were owed under your auto
9 insurance policy?

10 A. No.

11 Q. Am I correct that it was never
12 determined whether the other driver involved in the
13 accident may have had personal auto insurance that
14 could afford coverage for the accident? Correct?

15 A. I don't know.

16 Q. Okay. You're not aware if the other
17 driver had auto insurance that might afford coverage
18 for the accident?

19 A. No, I don't know.

20 Q. Did you or your attorneys submit a
21 claim to Nationwide on your behalf for uninsured or
22 underinsured motorist benefits?

23 A. I don't know.

24 Q. Okay. Do you know whether or not
25 Nationwide denied any claim that was submitted on

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1 your behalf for uninsured or underinsured motorist
2 benefits?

3 A. No.

4 Q. Scrolling down, Paragraph 48 says that
5 a true and correct copy of the policy, your auto
6 insurance policy, is attached as Exhibit A.

7 I just want to ask you if you
8 recognize that document. Do you know whether or not
9 Exhibit A is a copy of your auto insurance policy
10 with Nationwide?

11 I can show you the whole thing if you
12 need -- need to see it.

13 A. I don't recall this, seeing this.

14 Q. Okay. The policy number listed there
15 in Paragraph 48, that's the policy number that we --
16 that we looked at before that was for the policy in
17 effect at the time of the auto accident, though;
18 right?

19 A. I don't even remember my policy
20 number.

21 Q. Okay. Are you aware, did Nationwide
22 argue that under the terms of your policy, you were
23 not entitled to any additional insurance coverage
24 benefits beyond payment of the \$5,000 in first-party
25 medical -- medical benefits they had paid on your

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1 behalf?

2 A. I don't know. No, I don't know.

3 Q. Okay. Now, I understand that the case
4 proceeded to a compulsory arbitration hearing. Are
5 you aware of that?

6 A. Say that again?

7 Q. There was an arbitration hearing, were
8 you aware of that --

9 A. Yes --

10 Q. -- in the case?

11 A. -- I remember that, um-hum.

12 Q. Okay. And that was held on June 1,
13 2018?

14 A. I don't remember the exact date
15 precise, but I remember the arbitration, day.

16 MR. JONES: Okay. We'll mark this as
17 Exhibit 18.

18 (Exhibit Number 18
19 marked for identification.)

20 BY MR. JONES:

21 Q. This is a report and award of
22 arbitrators that was filed in the lawsuit that you
23 filed in Philadelphia County, and you see it says
24 there's an award reported June 8, 2018?

25 A. Yes, I'm seeing that now, if that's

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1 the date.

2 Q. Okay. Does that refresh your memory?
3 Is that the date of the arbitration hearing?

4 A. Like I said, I don't remember the
5 precise date, but I remember about the arbitration,
6 arbitrator, um-hum.

7 Q. Okay. And it says (as read) "We
8 assess damages in favor of Plaintiff, Hermine
9 Byfield, and against the Defaulted Defendant Desirae
10 Schullere Douglas (said default entered on
11 12/14/17) in the amount of \$15,000 for injuries
12 sustained in the motor vehicle accident of
13 November 2, 2015."

14 Did I read that correctly?

15 A. Yeah, um-hum.

16 Q. Okay. Does this refresh your memory
17 that Ms. Douglas -- that the court entered a default
18 judgment against her for failing to respond?

19 A. That's what I'm seeing right now,
20 um-hum.

21 Q. Okay. And then it says "We find in
22 favor of Defendant PV Holding Corp AKA Avis Rent A
23 Car DBA and Nationwide Property and Casualty
24 Insurance Company and against Plaintiff Hermine
25 Byfield on all counts."

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1 Did I read that right?

2 A. I can't see that.

3 MR. RAYZ: Just give us one second.

4 We need to move the screen.

5 MR. JONES: Sure, sure.

6 THE WITNESS: So could you repeat what
7 you were saying now? Because I couldn't see
8 at the time.

9 BY MR. JONES:

10 Q. That's okay. I'm just -- it's in
11 handwriting. I want to make sure we're on the same
12 page and I'm reading it correctly.

13 It says "We find in favor of
14 Defendants PV Holding Corp AKA Avis Rent A Car DBA
15 and Nationwide Property and Casualty Insurance
16 Company and against Plaintiff, Hermine Byfield, on
17 all counts."

18 Did I read that right?

19 A. Yeah, that's -- that's what I saw
20 here, um-hum.

21 Q. Okay. Does this refresh your memory
22 the arbitration panel found in favor of the other
23 defendants but -- but ruled in your favor as against
24 the other driver?

25 A. I guess, yes. That -- that -- it's

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1 in -- written right here.

2 Q. Okay. So the arbitration panel
3 declined to find that Nationwide had improperly
4 failed to pay you uninsured motorist benefits or
5 underinsured motorist benefits under your auto
6 policy; correct?

7 A. Yeah, that's what it's saying, stating
8 --

9 Q. Okay.

10 A. -- (unintelligible due to
11 overtalking).

12 Q. Are you aware, did you appeal the
13 arbitration panel's decision?

14 A. I don't remember.

15 Q. Okay. The case never proceeded to
16 trial after the arbitration panel's decision;
17 correct?

18 A. I don't remember.

19 Q. Okay. Are you aware, did you reach a
20 settlement with Nationwide after the arbitration?
21 Correct?

22 A. I -- I don't remember if we did reach
23 a settlement, but I know I got something, but I
24 don't remember.

25 Q. Are you aware -- was there a written

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1 settlement agreement or release that you signed in
2 favor of Nationwide after the arbitration hearing?

3 A. I don't remember. It's, like, five
4 years now. I don't remember.

5 Q. Did you receive a monetary payment
6 from Nationwide to settle your claims against
7 Nationwide in the lawsuit filed in Philadelphia
8 County?

9 A. I think I -- I received something,
10 but it wasn't the outstanding something. I
11 received something, yeah.

12 Q. You received --

13 A. I don't know what -- yeah, um-hum.

14 Q. You received money?

15 A. Yes.

16 Q. Okay. And did you sign a release in
17 exchange for receiving the money paid by Nationwide?

18 A. I probably do. I don't remember
19 quite.

20 MR. JONES: Okay. Counsel, I think
21 this was produced. I couldn't find it in my
22 files, but I just ask for a copy of any
23 settlement agreements that were reached to
24 resolve the claims in the underlying case as
25 related to Nationwide.

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1 MR. RAYZ: Oh, it was -- it was
2 produced. Hold on. I'm pretty sure I
3 produced it.

4 MR. JONES: Okay. That's fine. We
5 can talk about it offline.

6 MR. RAYZ: Yeah. No, we have it.

7 BY MR. JONES:

8 Q. Ms. Byfield, do you agree there was
9 never a determination by any court of law that you
10 were entitled to additional insurance coverage
11 benefits under your auto insurance policy with
12 Nationwide for the accident that occurred on
13 November 2, 2015? Correct?

14 MR. RAYZ: I'll object as
15 argumentative.

16 But go ahead and you can answer.

17 BY MR. JONES:

18 A. I don't know.

19 Q. You're not -- you're not aware of any
20 judge or fact-finder that said you that should have
21 been paid more insurance benefits by Nationwide
22 under your auto insurance policy?

23 A. No, I don't.

24 MR. RAYZ: I'll -- I'll object as
25 argumentative.

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1 But go ahead. You can answer.

2 BY MR. JONES:

3 A. No, I don't.

4 Q. Okay. Just moving on to damages.

5 We're getting pretty close to the end.

6 Do you need to take a break?

7 A. No.

8 Q. Okay.

9 A. I'm fine. Thanks.

10 Q. Are you aware, did you incur any
11 economic damages such as out-of-pocket expenses or
12 other types of monetary damages that you claim to
13 have incurred as a result of any actions by HRRG
14 that you are alleging violated the Fair Debt
15 Collections Practices Act?

16 A. No.

17 Q. Are you claiming you suffered any kind
18 of noneconomic damages such as psychological or
19 emotional harm as a result of any actions by HRRG
20 that you allege violated the Fair Debt Collection
21 Practices Act?

22 A. The only thing I suffered -- it's
23 about for me when they send me to collection agency,
24 I was, like, that's, you know... no. Yeah.

25 Q. Well, can you explain to me what -- so

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1 what damages are you claiming that you suffered?

2 A. Because that was -- it's on my credit,
3 was ruining my -- it's on my credit, I think,
4 because I was sent to collection.

5 Q. Okay. So you -- did you check your
6 credit report at some time and you found an entry
7 for the \$900 charge for Emergency Care Services of
8 Pennsylvania?

9 A. It was said that I was sent over to
10 credit bureau. So I didn't, like, check my credit,
11 but it -- remember, one, in the -- on the
12 conversation, I was telling them that I was sent
13 over to credit bureau.

14 Q. Okay.

15 A. Um-hum.

16 Q. So my question is do you know if there
17 actually was anything reported on your credit
18 report?

19 A. Because I didn't -- I didn't pull my
20 credit file. I didn't. I didn't look to see.

21 Q. Okay. So you're not aware of whether
22 or not there actually was an entry on your credit
23 report for --

24 A. To be honest, no.

25 Q. -- the \$900 charge?

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1 A. To be honest, no, I don't know.

2 Q. Now, and my original question, just
3 are you claiming that you suffered any kind of
4 emotional harm as a result of any actions by HRRG,
5 specifically the letter that you received on
6 August 3, 2017?

7 A. No.

8 Q. Okay. And I assume then you haven't
9 treated with any kind of mental health professionals
10 or medical providers for any kind of injuries you're
11 claiming in this case?

12 A. No.

13 Q. Okay. Okay. Is there anyone that
14 you're aware of that we haven't discussed that you
15 believe may have relevant knowledge about your
16 claims in this lawsuit, whether it's a
17 representative of HRRG or Nationwide or someone
18 else?

19 A. Not that I know of, no.

20 Q. Okay. Have you spoken with anyone
21 else other than your attorney about your lawsuit or
22 the allegations in the case?

23 A. No.

24 MR. JONES: Okay. Those are all the
25 questions I have, ma'am.

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1 THE WITNESS: Thank you.

2 MR. JONES: Thank you very much.

3 THE WITNESS: You're welcome, um-hum.

4 MR. JONES: Miss Court Reporter --
5 we'll go off the video first.

6 MR. RAYZ: Cecil, I -- I have some.

7 MR. JONES: Oh, I -- I'm sorry, Eric.
8 Go ahead.

9 MR. RAYZ: All right. Let me know if
10 we're back on the record or if we ever came
11 off.

12 COURT REPORTER: We're still on.

13 MR. JONES: No, no. We're good. I --
14 you know, I never asked the question. I'm
15 sorry. Go ahead. You're right.

16 MR. RAYZ: Cecil, can you pull up the
17 policy? I believe that it's Exhibit 2.

18 MR. JONES: That's the dec page or the
19 policy? Dec page.

20 MR. RAYZ: The dec page. I think
21 there's more than one page there, though.

22 MR. JONES: Yep.

23 MR. RAYZ: Okay.

24 Okay. And can you scroll down a
25 little bit.

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1 MR. JONES: Um-hum. Just tell me when
2 to stop.

3 MR. RAYZ: A little more.

4 A little more.

5 There we go.

6 And just -- just -- all right. That's
7 fine.

8 Ms. Byfield, you're looking -- you're
9 looking at Exhibit -- is it -- I'm sorry,
10 Felix [sic].

11 MR. JONES: This is 2.

12 MR. RAYZ: Pardon me. Cecil. Is this
13 Exhibit 1 or 2? 1; right?

14 MR. JONES: No, it's 2. 1 was the
15 medical record.

16 EXAMINATION

17 BY MR. RAYZ:

18 Q. Okay. Ms. Byfield, I'm going to show
19 you what's -- what's already been marked as Exhibit
20 2, and I'm going to point you to the top right
21 corner of this page. I believe that this is page 3,
22 if I'm not mistaken. Page 4 of this exhibit.

23 And I'm going to show you -- I'm going
24 to point specifically for you the notation that
25 indicates policy period. Do you see that?

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1 A. Um-hum.

2 Q. Okay. And the dates on the policy
3 period are August 29, 2015, through February 29,
4 2016 --

5 A. Okay.

6 Q. -- is that correct?

7 A. Um-hum.

8 Q. All right. And the policy number
9 underneath indicates -- the indication is that it's
10 5837E925160. Can you see that?

11 A. Um-hum.

12 Q. Okay. So I have a couple of questions
13 about that. Number one, is this the -- to the best
14 of your knowledge, is the Nationwide policy that you
15 had at the time of the accident on November 2, 2016?

16 A. Honestly, I don't remember offhand,
17 but I know I have insurance coverage, but I don't
18 remember, like, the policy number and all of that.

19 Q. Okay. Let me correct my question.

20 A. Um-hum.

21 Q. I asked you about November 2, 2016.
22 The accident was November 2, 2015.

23 A. Right.

24 Q. Okay.

25 A. Um-hum.

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1 Q. So let me -- let me just make sure
2 that the record is clear.

3 A. Um-hum.

4 Q. Do you have any reason to -- is this
5 the policy that you had in effect with Nationwide at
6 the time of the accident on November 2, 2015?

7 A. If they have it on paper, yes.

8 Q. Okay.

9 A. Yes. I always have insurance.

10 Q. Okay.

11 A. Um-hum.

12 MR. RAYZ: And, Cecil, can you just
13 move up just a little bit?

14 And I'm sorry. Not up.

15 Can you move down a little bit to
16 the -- there we go. Okay.

17 BY MR. RAYZ:

18 Q. And the vehicle -- I know that you
19 were asked this before, but the vehicle that was
20 involved in the accident that you were driving --

21 A. Um-hum.

22 Q. -- was a 2014 Nissan Rogue; is that
23 correct?

24 A. That's correct, yes, um-hum.

25 Q. And looking at the very same page, at

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1 the bottom of Page 4 here on the -- on Exhibit 2,
2 I'm looking at the various limits of liability. Do
3 you see that?

4 A. Um-hum.

5 Q. And there is a listing. One of them
6 is for property damage. One of them is for bodily
7 injury liability. Do you see that?

8 A. Um-hum.

9 Q. Okay. And do you recall specifically
10 paying for uninsured or underinsured motorist
11 benefits on your policy?

12 A. I don't remember, but I know my
13 coverage was fully cover -- covered, that I have a
14 fully coverage on my insurance --

15 Q. Okay.

16 A. -- and my -- yeah, but I don't
17 remember, like, specific everything.

18 Q. All right. Let me ask you this: Do
19 you still have Nationwide Insurance for your motor
20 vehicle?

21 A. Until today, yes.

22 Q. Okay.

23 A. Um-hum.

24 Q. And from November of 2015 through
25 today's date, have you ever had any other motor

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1 vehicle insurance?

2 A. No. Only my daughter. I think she
3 had a fender-bender.

4 Q. No, no, not accidents. I'm talking
5 about insurance -- insurance. Did you ever have any
6 other insure -- motor vehicle insurance?

7 A. No, un-nuh.

8 Q. It was always with Nationwide?

9 A. It's always with Nationwide.

10 Q. Okay. So let me ask you this: Did
11 you -- do you recall ever changing your policy
12 limits since November 2, 2015?

13 A. Yeah, I remember because I think I
14 have, like -- it's increased more, like, hundred
15 thousand and stuff, 300 -- the policy, if I'm not
16 mistaken. But I have more coverage now.

17 Q. Okay. So you added more coverage --

18 A. Right --

19 Q. -- since the accident?

20 A. -- right. Not since. Yeah, after the
21 accident.

22 Q. After the accident?

23 A. Yeah, um-hum.

24 Q. Okay. Do you know if you -- if
25 this -- if you had a Nationwide insurance policy at

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1 the time the letter from Healthcare Revenue Recovery
2 Group was sent August 3, 2017?

3 A. At one point, I think I had -- they
4 did drop me at one point, and then I get back to
5 that. I don't remember in what year, but it's after
6 the accident, I didn't have Nationwide for maybe a
7 couple of months.

8 Q. Okay.

9 A. Um-hum.

10 Q. Let me ask you this: Do you -- at the
11 time of your -- I know it's been some time. It's
12 actually been almost five years --

13 A. Right.

14 Q. -- but --

15 A. Um-hum.

16 Q. -- do you recall anyone informing you
17 at Nazareth that either Dr. Hammond or Emergency
18 Care entity would charge \$900 for its services that
19 were being provided to you when you were at Nazareth
20 on that day?

21 A. No, no, no.

22 Q. Did you ever agree to pay anyone \$900
23 for any services that were provided to you at
24 Nazareth by anyone on November 2nd --

25 A. No.

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1 Q. -- 2015?

2 A. No.

3 Q. Okay. You were asked questions by
4 counsel for Healthcare Revenue Recovery Group
5 regarding the damages that you may have suffered.

6 Let me ask you a question. The phone
7 call that we heard --

8 A. Um-hum.

9 Q. -- that was played --

10 A. Um-hum.

11 Q. -- you sounded pretty upset on that
12 phone call --

13 A. I was.

14 Q. -- is that accurate?

15 A. I was.

16 MR. JONES: Objection to form.

17 BY MR. RAYZ:

18 Q. Can you -- can you explain -- can you
19 explain what is it that made you -- that made you
20 angry?

21 A. Because after I know the coverage what
22 I have with Nationwide and all of that, and when
23 the -- Dawn, when she told me that everything was
24 taken care of, I was shocked after when I received
25 that letter, you know, so I was pretty angry. And

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1 then it was telling me it went to collections and
2 stuff like that. So, yes, I was.

3 Q. Do you think that the resolution of
4 your personal injury case was delayed because of
5 that letter?

6 A. Yes.

7 MR. JONES: Objection to form.

8 Leading.

9 THE WITNESS: Yes.

10 MR. RAYZ: That's all the questions I
11 have.

12 FURTHER EXAMINATION

13 BY MR. JONES:

14 Q. Ms. Byfield, why -- why do you claim
15 that your resolution of your personal injury case
16 was delayed?

17 A. It was -- I think it was delayed
18 because of the whole back-and-forth with this bill
19 from the hospital and all of that, you know.

20 Q. Why do you believe that?

21 A. Because of the time frame and
22 everything.

23 Q. Okay. And are you claiming that you
24 incurred any kind of damages because of delay in
25 resolution of your personal injury case?

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1 A. It -- maybe emotion, emotional.

2 Q. What do you mean by that?

3 A. Like, yeah, that too. Emotional
4 because of, like, this back-and-forth with the
5 billing, and I don't recall speaking to anyone in
6 regarding to pay \$900. Because I was covered with
7 insurance, and on top of that, I had health
8 insurance separate from that, you know.

9 Q. Okay. And can you describe for me,
10 when you say that you had emotional issues, what do
11 you mean?

12 A. It was upsetting. It was upsetting
13 for me and stuff like that.

14 Q. Did you have any -- experience any
15 kind of physical injuries or symptoms?

16 A. Well, when I get angry, my blood
17 pressure is going to raise because I have high blood
18 pressure, yes.

19 Q. Did any -- did you seek out any
20 treatment for any exacerbation of your blood
21 pressure problems that you attribute to, you know,
22 stress --

23 A. Well, I know that --

24 Q. -- (unintelligible due to overtalking)
25 with HRRG?

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1 A. When if -- if I'm there and I know
2 when it's -- my blood pressure high, all I have to
3 do is go take a pill. I have medication for that.

4 Q. What medication do you take?

5 A. Amlodipine.

6 Q. And did you -- but my question was did
7 you have to seek out any treatment from a medical
8 provider --

9 A. No.

10 Q. -- for any kind of problems that you
11 had for high blood pressure?

12 A. No, no.

13 MR. JONES: Okay. Thanks. That's all
14 the questions I have.

15 THE WITNESS: Thank you.

16 MR. JONES: I apologize, Eric. Do you
17 have other questions?

18 MR. RAYZ: No, no, I don't. I'm good.

19 THE WITNESS: Thank you too.

20 MR. JONES: Okay.

21 VIDEOGRAPHER: This is the
22 videographer. Would Mr. Rayz wish to order a
23 copy of the video?

24 MR. RAYZ: I don't need a copy of the
25 video. I just need the written transcript.

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1 VIDEOGRAPHER: Okay. And, Mr. Jones,
2 would you like yours synced or unsynced?

3 MR. JONES: Unsynced is fine.

4 VIDEOGRAPHER: And standard delivery
5 time?

6 MR. JONES: Yes.

7 VIDEOGRAPHER: Okay.

8 MR. JONES: And can I -- Miss Court
9 Reporter, can I get your e-mail address so I
10 can -- am I going to send you the exhibits
11 directly?

12 COURT REPORTER: Yes.

13 VIDEOGRAPHER: Stand by.

14 Madame Court Reporter, do you have
15 anything to add?

16 COURT REPORTER: Yes. Just so it's
17 clear, may I just have counsel indicate on
18 the record whether they wish to order a copy
19 of the transcript?

20 MR. JONES: Yes.

21 MR. RAYZ: Yes. And we will reserve
22 the read and sign.

23 COURT REPORTER: Okay. Thank you.

24 MR. RAYZ: It's very (unintelligible.)

25 VIDEOGRAPHER: Stand by.

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1 We'll go off the record in the video
2 deposition of Hermine Byfield. We'll go off
3 the record on Wednesday, September 29, 2021,
4 at 12:16 p.m.

5 - - -

6 (Remote videotaped videoconference
7 deposition concludes, 12:16 p.m.)
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C E R T I F I C A T E

I, Lisa Taylor, Registered Professional Reporter and notary public certify:

That the foregoing deposition of Hermine Byfield was taken before me at the time and place therein set forth at which time the witness personally appeared before me via videoconferencing and was duly remotely sworn or affirmed;

That the testimony of the witness and all objections made at the time of the deposition were recorded stenographically by me and thereafter transcribed;

That the foregoing deposition is a true record of the testimony and of all objections made at the time of the deposition.

I further certify that I am neither counsel for nor related to any party to said action, nor in any way interested in the outcome thereof.

My certification as to the accuracy of this transcript, if it has been reformatted or altered from its original form in any manner, is null and void.

In witness whereof, I have subscribed my name this 12th day of October 2021.



Lisa Taylor
Registered Professional Reporter
Notary Public

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Reference No.: 7415592

Case: BYFIELD vs HEALTHCARE REVENUE

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury that I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.

Hermine Byfield

NOTARIZATION OF CHANGES

(If Required)

Subscribed and sworn to on the _____ day of

_____, 20____ before me,

(Notary Sign)_____

(Print Name) _____ Notary Public,

in and for the State of _____

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Hermine Byfield

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Hermine Byfield